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8 APR 1992

Agreement

between

the Department of Defense of
the United States of America

and

the Federal Minister of Defense of the
Federal Republic of Germany

concerning

Health Care for Members of the Armed Forces
and their Dependents

Whereas, the Department of Defense of the United States of America and the Federal Minister of Defense of the Federal Republic of Germany, hereinafter referred to as the Parties, have considered the provisions concerning medical and dental care in paragraphs 5 and 7, Article IX, of the Agreement of the Parties to the North Atlantic Treaty Regarding the Status of Their Forces, done in London on 19 June 1951, and

Whereas, the laws and regulations of the United States provide that inpatient medical care in Department of Defense medical treatment facilities may be furnished without cost to foreign force members and their dependents who are stationed in the United States; provided that the foreign force member's government makes available comparable care for a comparable number of United States force members and their dependents in its country, and

Whereas, the Parties have determined that appropriate conditions exist to assure that comparable care to comparable numbers shall be made available by each Party, and

Whereas, the Military Departments of the United States Department of Defense have agreed to make available the health care specified in this Agreement, subject to their regulations,

Now, therefore, the Parties agree as follows:

Article I
General

1. This Agreement applies to military force members, civilian component employees, and their accompanying dependents:

   a. of the Federal Republic of Germany who are stationed in the United States, and

b. of "custodial units" of the United States armed forces (as defined in Annex A to this Agreement) supporting Bundeswehr units and stationed in the Federal Republic of Germany.

2. Certain terms used in this Agreement are defined in Annex A to this Agreement.

3. Restrictions on the scope of health care made available under this Agreement are specified in Annex B to this Agreement.

Article II
Health Care to be Made Available by the United States

Except as specified in Annex B to this Agreement, the Department of Defense of the United States of America shall make available:

a. For military force members of the Federal Republic of Germany, outpatient and inpatient medical and dental care in Department of Defense treatment facilities, and supplemental care as defined in paragraph 5 of Annex A to this Agreement without cost (except for a subsistence surcharge (paragraph 4 of Annex A to this Agreement), if applicable).

b. For dependents accompanying those military force members:

(1) outpatient and inpatient medical care in Department of Defense treatment facilities, and supplemental care as defined in paragraph 5 of Annex A to this Agreement without cost (except for a subsistence surcharge (paragraph 4 of Annex A to this Agreement), if applicable);

(2) dental care in Department of Defense treatment facilities, without cost, to the same extent that such care is made available to the dependents of United States force members.

c. For civilian component employees, and their accompanying dependents, emergency care in Department of Defense treatment

facilities, at the cost prescribed in regulations of the Military Department providing the care.

Article III
Health Care to be Made Available by the Federal Republic of Germany

Except as specified in Annex B to this Agreement, the Federal Minister of Defense of the Federal Republic of Germany shall make available:

For United States military force members and their accompanying dependents, and civilian component employees and their accompanying dependents, outpatient and inpatient medical and dental care in Federal Minister of Defense treatment facilities, and supplemental care as defined in paragraph 5 of Annex A to this Agreement without cost (except for a subsistence surcharge (paragraph 4 of Annex A to this Agreement), if applicable).

Article IV
Administration

The provisions of this Agreement shall be administered by the Commander-in-Chief, United States Army Europe, for the United States Army, the Commander-in-Chief, United States Air Forces Europe, for the United States Air Force, and the Federal Republic of Germany Office of Defense Administration, Washington, DC, for the Federal Republic of Germany.

Article V
Dispute Resolution

Questions relating to interpretation of the provisions of this Agreement, or disagreement over implementation of this Agreement, shall be referred for mutual resolution to the Assistant Secretary

of Defense for Health Affairs of the United States, and the Federal Minister of Defense of the Federal Republic of Germany. Disputes or disagreements shall not be referred to third parties for review or resolution.

Article VI
Terms

1. The Parties will modify appropriate existing agreements by referring to this Agreement.

2. This Agreement may be amended by mutual written agreement of the Parties.

3. This Agreement comes into effect three months after the date of last signature and will remain in effect for five years unless terminated by either Party by giving six months' written notice to the other Party.

Done in two originals, each in the English and German languages, both texts being equally authentic.

Done in Washington, DC, on AUG 8 1992

For the Department of Defense of the United States of America

Enrique Mendez, Jr., M.D.
Assistant Secretary of Defense for Health Affairs

Done in Washington, on AUG 8 1992

For the Federal Minister of Defense of the Federal Republic of Germany

Dr. med. Gunter Desch
GenOStArzt
Federal Armed Forces

Annex A
Definitions

1. Dependent. The spouse or dependent child of a military force member or civilian component employee, as follows:

   a. Spouse. A person who, based on the laws of the military force member's or civilian component employee's country, is considered to be the lawful wife or husband of the military force member or civilian component employee.

   b. Dependent child. The child of a military force member or civilian component employee who depends on the military force member or civilian component employee for support, as defined by the regulations of the Party receiving the care.

2. Civilian component. A civilian employee of the United States Army or Air Force, as defined in Article I, paragraph 1, of this Agreement, whose place of duty is in the Federal Republic of Germany; or a civilian employee of the Federal Republic of Germany Minister of Defense, whose place of duty is in the United States.

3. Custodial units.

   a. The U.S. Army 59th Ordnance Brigade and all units subordinate to it, pursuant to

      - The Service-to-Service Technical Arrangement concluded between the Federal Minister of Defense of the Federal Republic of Germany and the Commander-in-Chief, United States Army, Europe and 7th Army, dated 6 and 7 April 1960, as amended,
      - The Multi-National Technical Arrangement (NORTHAG/2ATAF MNTA) concluded between the United States, Federal Republic of Germany, Belgium, Netherlands, United Kingdom, and Canada, dated 19 July 1962,
      - The Multi-National Technical Arrangement (CENTAG/4ATAF MNTA) concluded between the United States, France, and the Federal Republic of Germany, dated 19 September 1965, and

b. U.S. air force units covered under the Technical Agreement (Project Tool Chest) concluded between the Federal Minister of Defense of the Federal Republic of Germany and the Commander-in-Chief, United States Air Forces in Europe, dated 10 April 1960, as amended.

4. Subsistence surcharge. A charge for meals consumed in a Department of Defense/Federal Minister of Defense medical treatment facility.

5. Supplemental care. Medically necessary health care provided by a non-military agency, facility or practitioner, when authorized and funded by an appropriate health care official of the Party providing the care. Referrals to civilian facilities or practitioners will be made only if provision of military health care is not feasible.

Annex B
Health Care and Services that will not be Made Available Under This Agreement

1. Long-term hospitalization (more than 30 days), unless movement of the patient is medically inadvisable.

2. Domiciliary care, and stays in sanatoriums, retirement homes, and nursing homes.

3. Elective surgery (i.e., services of a surgical nature desired or requested by the patient which are not medically indicated).

4. Experimental procedures, such as heart, lung, and liver transplants.

5. Treatment for prolonged cardiac rehabilitation problems.

6. Artificial insemination.

7. Genetic evaluations.

8. Sex changes.

9. Impotance evaluation and treatment.

10. Surgical sterilization reversals.

11. Provision of birth control medicines, except those prescribed by a physician for treatment of a health problem.

12. Acupuncture.

13. Chiropractic or naturopath treatment.

14. Electrolysis.

15. Megavitamins and orthomolecular psychiatric therapy.

16. Aversion therapy.

17. Mind expansion treatment or electric psychotherapy.

18. Sanatorium or cure courses.

19. Provision or repair of prosthetic devices such as artificial limbs, artificial eyes, hearing aids, orthopedic footwear, spectacles, and similar medical supports or aids.

20. Dental-prosthetic treatment (to include cast inlay fillings, permanent dental prostheses, and dental implants), surgical treatment of dysgnathia, orthognathic surgery, and orthodontic treatment.

21. Physicomedical treatment by non-military practitioners or facilities.